

RECORDATION NO. 25875-E FILED

JUN 23 '09 -9 0 0 AM

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.  
20036

SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
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June 23, 2009

Anne K. Quinlan, Esquire  
Acting Secretary  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423-0001

Re: CIT Rail Trust 2005-1

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Trust Indenture Supplement No. 5 (CIT Rail Trust 2005-1), dated June 23, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease Supplement No. 5 (CIT Rail Trust 2005-1), being filed with the Board under Recordation Number 25875-D.

The name and address of the party to the enclosed document are:

Owner Trustee: Wells Fargo Bank Northwest, National  
Association, not in its individual capacity but  
solely as Owner Trustee  
299 South Main Street, 12<sup>th</sup> Floor  
Salt Lake City, Utah 84111

[Indenture Trustee: Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, DE 19890-0001]

Anne K. Quinlan, Esquire  
June 23, 2009  
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A description of the railroad equipment covered by the enclosed document is:

680 railcars as follows: 215 flatcars within the series ATW 300200 - ATW 300435 as more particularly set forth in the attachment to the document; 140 gondolas MWGX 0001 - MWGX 0140; 185 flatcars within the series ATW 300202 - ATW 300599 as more particularly set forth in the attachment to the document; and 140 gondolas MWGX 0141 - MWGX 0280.

A short summary of the document to appear in the index is:

Trust Indenture Supplement No. 5 (CIT Rail Trust 2005-1)

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/sem  
Enclosures

JUN 23 '09

-9 0 0 AM

TRUST INDENTURE SUPPLEMENT NO. 5  
(CIT Rail Trust 2005-1)

SURFACE TRANSPORTATION BOARD

This Indenture Supplement No. 5 (CIT Rail Trust 2005-1), dated as of June 23 2009 (this "Indenture Supplement"), of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, not in its individual capacity except as expressly provided herein but solely as owner trustee (the "Owner Trustee") under the Trust Agreement (CIT Rail Trust 2005-1), dated as of September 30, 2005 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and HSH Nordbank AG, New York Branch, as Owner Participant.

WITNESSETH:

WHEREAS, Owner Trustee has granted to Wilmington Trust Company, as Indenture Trustee (the "Indenture Trustee") a security interest in all of Owner Trustee's right, title and interest in those certain railcars identified on Schedule 1 attached hereto (the "Units"), other than Excepted Property, pursuant to the terms of the Trust Indenture and Security Agreement (CIT Rail Trust 2005-1), dated as of September 30, 2005, as more fully identified on Schedule 2 attached hereto (the "Indenture"), evidence of which was filed with the Surface Transportation Board (the "STB") and the Registrar General of Canada, on such dates, and with respect to the STB, with such recordation numbers, as set forth on Schedule 3 hereto. Except as expressly provided herein the terms used herein are used with the meanings specified in the Indenture.

WHEREAS, in addition, other than Excepted Property, Owner Trustee has granted to the Indenture Trustee a security interest in the Equipment Lease Agreement (CIT Rail Trust 2005-1) dated as of September 30, 2005, as more fully identified on Schedule 2 attached hereto (the "Lease"), evidence of which was filed with the STB and the Registrar General of Canada, on such dates, and with respect to the STB, with such recordation numbers, as set forth on Schedule 3 hereto.

WHEREAS, on the date hereof Owner Trustee entered into that certain Lease Supplement No. 5 (CIT Rail Trust 2005-1) to the Lease ("Lease Supplement No. 5") with The CIT Group/Equipment Financing, Inc. ("Lessee"), pursuant to which the Lessee assigned to Owner Trustee as security for Lessee's obligations under the Lease, Lessee's right, title and interest in, to and under all of Lessee's existing and future subleases with respect to the Units to the extent such subleases relate to Units subject to the Lease (the "Assigned Subleases").

NOW, THEREFORE, the Owner Trustee does hereby acknowledge and confirm that the Owner Trustee granted, sold, assigned, transferred, conveyed, mortgaged, pledged, charged and confirmed under the Indenture, a security interest in and mortgage lien on all right, title, interest, claims and demands of the Owner Trustee in, to and under Lease Supplement No. 5 and the Assigned Subleases (excluding, however, in each case any rights to Excepted Property thereunder), to the Indenture Trustee, its successors and assigns, for the benefit of the holders from time to time of such Equipment Notes, subject to the terms and conditions of the Indenture.

This Indenture Supplement or a counterpart or copy hereof or evidence hereof may be filed or recorded in any public office as may be necessary or appropriate to protect the interest of the Indenture Trustee herein, in Lease Supplement No. 5 and in the Assigned Subleases.

This Indenture Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

The Owner Trustee wishes to show for public record this Indenture Supplement and accordingly has caused this Indenture Supplement to be executed by its officers thereunto duly authorized, as of the date first above written.

It is expressly agreed and understood that all representations, warranties and undertakings of Owner Trustee hereunder (except as expressly provided herein) shall be binding upon Owner Trustee only in its capacity as Owner Trustee under the Trust Agreement and in no case shall the Trust Company be personally liable for or on account of any statements, representations, warranties, covenants or obligations stated to be those of Owner Trustee hereunder.

\* \* \*

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

**WELLS FARGO BANK NORTHWEST,  
NATIONAL ASSOCIATION,**  
not in its individual capacity, but solely as  
Owner Trustee

By: *Michael Arsenault*  
Name: Michael Arsenault  
Title: Assistant Vice President

STATE OF Utah )  
COUNTY OF Salt Lake ) ss:

The foregoing Lease Supplement (CIT Rail Trust 2005-1) was acknowledged before me, the undersigned

Notary Public, in the County of Salt Lake this June day of June, 2009 by

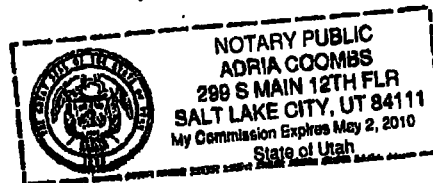
Michael Arsenault, as Asst. Vice President of WELLS FARGO BANK

NORTHWEST, NATIONAL ASSOCIATION, not individually but solely as Owner Trustee.

*Adria Coombs*  
Notary Public

My commission expires: \_\_\_\_\_

[Notarial Seal]



**Schedule 1**  
(Description of the Equipment)

Basic Group	Number	Description/Type	Mark and Numbers
A	215	110 ton, 73 ft., National Steel Riserless Type Centerbeam Flat Cars	See Schedule 1-A attached hereto
B	140	4493 cu. ft. Johnstown BethGon II Coal Gondolas	See Schedule 1-B attached hereto
C	185	110 ton, 73 ft., National Steel Riserless Type Centerbeam Flat Cars	See Schedule 1-C attached hereto
D	140	4493 cu. ft. Johnstown BethGon II Coal Gondolas	See Schedule 1-D attached hereto

Schedule 1-A  
(Marks / Numbers)

ATW	300200	ATW	300245	ATW	300288	ATW	300331
ATW	300201	ATW	300246	ATW	300289	ATW	300332
ATW	300203	ATW	300247	ATW	300290	ATW	300333
ATW	300204	ATW	300248	ATW	300291	ATW	300334
ATW	300206	ATW	300249	ATW	300292	ATW	300335
ATW	300207	ATW	300250	ATW	300293	ATW	300336
ATW	300208	ATW	300251	ATW	300294	ATW	300337
ATW	300209	ATW	300252	ATW	300295	ATW	300338
ATW	300210	ATW	300253	ATW	300296	ATW	300339
ATW	300211	ATW	300254	ATW	300297	ATW	300340
ATW	300212	ATW	300255	ATW	300298	ATW	300341
ATW	300213	ATW	300256	ATW	300299	ATW	300342
ATW	300214	ATW	300257	ATW	300300	ATW	300343
ATW	300215	ATW	300258	ATW	300301	ATW	300344
ATW	300216	ATW	300259	ATW	300302	ATW	300345
ATW	300217	ATW	300260	ATW	300303	ATW	300346
ATW	300218	ATW	300261	ATW	300304	ATW	300347
ATW	300219	ATW	300262	ATW	300305	ATW	300348
ATW	300220	ATW	300263	ATW	300306	ATW	300349
ATW	300221	ATW	300264	ATW	300307	ATW	300350
ATW	300222	ATW	300265	ATW	300308	ATW	300351
ATW	300223	ATW	300266	ATW	300309	ATW	300352
ATW	300224	ATW	300267	ATW	300310	ATW	300353
ATW	300225	ATW	300268	ATW	300311	ATW	300354
ATW	300226	ATW	300269	ATW	300312	ATW	300355
ATW	300227	ATW	300270	ATW	300313	ATW	300356
ATW	300228	ATW	300271	ATW	300314	ATW	300357
ATW	300229	ATW	300272	ATW	300315	ATW	300358
ATW	300230	ATW	300273	ATW	300316	ATW	300360
ATW	300231	ATW	300274	ATW	300317	ATW	300361
ATW	300232	ATW	300275	ATW	300318	ATW	300362
ATW	300233	ATW	300276	ATW	300319	ATW	300363
ATW	300234	ATW	300277	ATW	300320	ATW	300364
ATW	300235	ATW	300278	ATW	300321	ATW	300365
ATW	300236	ATW	300279	ATW	300322	ATW	300366
ATW	300237	ATW	300280	ATW	300323	ATW	300367
ATW	300238	ATW	300281	ATW	300324	ATW	300368
ATW	300239	ATW	300282	ATW	300325	ATW	300369
ATW	300240	ATW	300283	ATW	300326	ATW	300370
ATW	300241	ATW	300284	ATW	300327	ATW	300371
ATW	300242	ATW	300285	ATW	300328	ATW	300372
ATW	300243	ATW	300286	ATW	300329	ATW	300373
ATW	300244	ATW	300287	ATW	300330	ATW	300374

ATW	300376	ATW	300393	ATW	300404	ATW	300416
ATW	300377	ATW	300394	ATW	300405	ATW	300417
ATW	300378	ATW	300395	ATW	300406	ATW	300421
ATW	300379	ATW	300396	ATW	300407	ATW	300422
ATW	300380	ATW	300397	ATW	300408	ATW	300423
ATW	300381	ATW	300398	ATW	300409	ATW	300424
ATW	300382	ATW	300399	ATW	300410	ATW	300425
ATW	300383	ATW	300400	ATW	300411	ATW	300431
ATW	300384	ATW	300401	ATW	300412	ATW	300432
ATW	300391	ATW	300402	ATW	300414	ATW	300435
ATW	300392	ATW	300403	ATW	300415		



Schedule 1-B  
(Marks / Numbers)

MWGX	1	MWGX	36	MWGX	71	MWGX	106
MWGX	2	MWGX	37	MWGX	72	MWGX	107
MWGX	3	MWGX	38	MWGX	73	MWGX	108
MWGX	4	MWGX	39	MWGX	74	MWGX	109
MWGX	5	MWGX	40	MWGX	75	MWGX	110
MWGX	6	MWGX	41	MWGX	76	MWGX	111
MWGX	7	MWGX	42	MWGX	77	MWGX	112
MWGX	8	MWGX	43	MWGX	78	MWGX	113
MWGX	9	MWGX	44	MWGX	79	MWGX	114
MWGX	10	MWGX	45	MWGX	80	MWGX	115
MWGX	11	MWGX	46	MWGX	81	MWGX	116
MWGX	12	MWGX	47	MWGX	82	MWGX	118
MWGX	13	MWGX	48	MWGX	83	MWGX	119
MWGX	14	MWGX	49	MWGX	84	MWGX	120
MWGX	15	MWGX	50	MWGX	85	MWGX	121
MWGX	16	MWGX	51	MWGX	86	MWGX	122
MWGX	17	MWGX	52	MWGX	87	MWGX	123
MWGX	18	MWGX	53	MWGX	88	MWGX	124
MWGX	19	MWGX	54	MWGX	89	MWGX	125
MWGX	20	MWGX	55	MWGX	90	MWGX	126
MWGX	21	MWGX	56	MWGX	91	MWGX	127
MWGX	22	MWGX	57	MWGX	92	MWGX	128
MWGX	23	MWGX	58	MWGX	93	MWGX	129
MWGX	24	MWGX	59	MWGX	94	MWGX	130
MWGX	25	MWGX	60	MWGX	95	MWGX	131
MWGX	26	MWGX	61	MWGX	96	MWGX	132
MWGX	27	MWGX	62	MWGX	97	MWGX	133
MWGX	28	MWGX	63	MWGX	98	MWGX	134
MWGX	29	MWGX	64	MWGX	99	MWGX	135
MWGX	30	MWGX	65	MWGX	100	MWGX	136
MWGX	31	MWGX	66	MWGX	101	MWGX	137
MWGX	32	MWGX	67	MWGX	102	MWGX	138
MWGX	33	MWGX	68	MWGX	103	MWGX	139
MWGX	34	MWGX	69	MWGX	104	MWGX	140
MWGX	35	MWGX	70	MWGX	105	MWGX	117

Schedule 1-C  
(Marks / Numbers)

ATW	300202	ATW	300459	ATW	300502	ATW	300545
ATW	300205	ATW	300460	ATW	300503	ATW	300546
ATW	300359	ATW	300461	ATW	300504	ATW	300547
ATW	300375	ATW	300462	ATW	300505	ATW	300548
ATW	300385	ATW	300463	ATW	300506	ATW	300549
ATW	300386	ATW	300464	ATW	300507	ATW	300550
ATW	300387	ATW	300465	ATW	300508	ATW	300551
ATW	300388	ATW	300466	ATW	300509	ATW	300552
ATW	300389	ATW	300467	ATW	300510	ATW	300553
ATW	300390	ATW	300468	ATW	300511	ATW	300554
ATW	300413	ATW	300469	ATW	300512	ATW	300555
ATW	300418	ATW	300470	ATW	300513	ATW	300556
ATW	300419	ATW	300471	ATW	300514	ATW	300557
ATW	300420	ATW	300472	ATW	300515	ATW	300558
ATW	300426	ATW	300473	ATW	300516	ATW	300559
ATW	300427	ATW	300474	ATW	300517	ATW	300560
ATW	300428	ATW	300475	ATW	300518	ATW	300561
ATW	300429	ATW	300476	ATW	300519	ATW	300562
ATW	300430	ATW	300477	ATW	300520	ATW	300563
ATW	300433	ATW	300478	ATW	300521	ATW	300564
ATW	300434	ATW	300479	ATW	300522	ATW	300565
ATW	300436	ATW	300480	ATW	300523	ATW	300566
ATW	300437	ATW	300481	ATW	300524	ATW	300567
ATW	300438	ATW	300482	ATW	300525	ATW	300568
ATW	300439	ATW	300483	ATW	300526	ATW	300569
ATW	300440	ATW	300484	ATW	300527	ATW	300570
ATW	300441	ATW	300485	ATW	300528	ATW	300571
ATW	300442	ATW	300486	ATW	300529	ATW	300572
ATW	300443	ATW	300487	ATW	300530	ATW	300574
ATW	300444	ATW	300488	ATW	300531	ATW	300575
ATW	300445	ATW	300489	ATW	300532	ATW	300576
ATW	300447	ATW	300490	ATW	300533	ATW	300577
ATW	300448	ATW	300491	ATW	300534	ATW	300578
ATW	300449	ATW	300492	ATW	300535	ATW	300579
ATW	300450	ATW	300493	ATW	300536	ATW	300580
ATW	300451	ATW	300494	ATW	300537	ATW	300581
ATW	300452	ATW	300495	ATW	300538	ATW	300582
ATW	300453	ATW	300496	ATW	300539	ATW	300583
ATW	300454	ATW	300497	ATW	300540	ATW	300584
ATW	300455	ATW	300498	ATW	300541	ATW	300585
ATW	300456	ATW	300499	ATW	300542	ATW	300586
ATW	300457	ATW	300500	ATW	300543	ATW	300587
ATW	300458	ATW	300501	ATW	300544	ATW	300588

ATW	300589	ATW	300593	ATW	300597	ATW	300573
ATW	300590	ATW	300594	ATW	300598		
ATW	300591	ATW	300595	ATW	300599		
ATW	300592	ATW	300596	ATW	300446		

Schedule 1-D  
(Marks / Numbers)

MWGX	141	MWGX	180	MWGX	219	MWGX	259
MWGX	143	MWGX	181	MWGX	220	MWGX	260
MWGX	145	MWGX	182	MWGX	221	MWGX	261
MWGX	146	MWGX	183	MWGX	222	MWGX	262
MWGX	147	MWGX	184	MWGX	223	MWGX	263
MWGX	148	MWGX	185	MWGX	224	MWGX	264
MWGX	149	MWGX	186	MWGX	225	MWGX	265
MWGX	151	MWGX	187	MWGX	226	MWGX	266
MWGX	152	MWGX	188	MWGX	227	MWGX	267
MWGX	153	MWGX	189	MWGX	228	MWGX	268
MWGX	154	MWGX	190	MWGX	229	MWGX	269
MWGX	155	MWGX	191	MWGX	230	MWGX	271
MWGX	156	MWGX	192	MWGX	232	MWGX	272
MWGX	158	MWGX	194	MWGX	233	MWGX	273
MWGX	159	MWGX	195	MWGX	234	MWGX	274
MWGX	160	MWGX	196	MWGX	235	MWGX	275
MWGX	161	MWGX	197	MWGX	236	MWGX	276
MWGX	162	MWGX	199	MWGX	237	MWGX	277
MWGX	163	MWGX	200	MWGX	238	MWGX	278
MWGX	164	MWGX	201	MWGX	239	MWGX	279
MWGX	165	MWGX	203	MWGX	240	MWGX	280
MWGX	166	MWGX	204	MWGX	242	MWGX	142
MWGX	167	MWGX	205	MWGX	243	MWGX	144
MWGX	168	MWGX	206	MWGX	244	MWGX	150
MWGX	169	MWGX	207	MWGX	246	MWGX	157
MWGX	170	MWGX	208	MWGX	247	MWGX	193
MWGX	171	MWGX	210	MWGX	248	MWGX	198
MWGX	172	MWGX	211	MWGX	249	MWGX	202
MWGX	173	MWGX	212	MWGX	250	MWGX	209
MWGX	174	MWGX	213	MWGX	251	MWGX	231
MWGX	175	MWGX	214	MWGX	253	MWGX	241
MWGX	176	MWGX	215	MWGX	254	MWGX	245
MWGX	177	MWGX	216	MWGX	256	MWGX	252
MWGX	178	MWGX	217	MWGX	257	MWGX	255
MWGX	179	MWGX	218	MWGX	258	MWGX	270

**Schedule 2**  
**(Description of the Indenture and the Lease)**

Trust Indenture and Security Agreement (CIT Rail Trust 2005-1) dated as of September 30, 2005, as supplemented by that certain Trust Indenture Supplement No. 1 and Trust Indenture Supplement No. 2, each dated as of September 30, 2005, as further supplemented by that certain Trust Indenture Supplement No. 3 and Trust Indenture Supplement No. 4, each dated as of November 30, 2005

Equipment Lease Agreement (CIT Rail Trust 2005-1) dated as of September 30, 2005, as supplemented by that certain Lease Supplement No. 1 and Lease Supplement No. 2, each dated as of September 30, 2005, as further supplemented by that certain Lease Supplement No. 3 and Lease Supplement No. 4, each dated as of November 30, 2005

**Schedule 3**  
**(Filing Information)**

A (x) Memorandum of Trust Indenture and Security Agreement, Trust Indenture Supplement No. 1 and Trust Indenture Supplement No. 2 was filed with (i) the Surface Transportation Board on September 30, 2005 at 5:43 p.m. under recordation number 25875-A, and (ii) the Registrar General of Canada on September 30, 2005 at 4:05 p.m., and (y) Memorandum of Trust Indenture Supplement No. 3 and Trust Indenture Supplement No. 4 was filed with (i) the Surface Transportation Board on November 30, 2005 at 4:31 p.m. under recordation number 25875-C, and (ii) the Registrar General of Canada on November 30, 2005 at 5:01 p.m.

A (x) Memorandum of Lease Agreement, Lease Supplement No. 1 and Lease Supplement No. 2 was filed with (i) the Surface Transportation Board on September 30, 2005 at 5:40 p.m. under recordation number 25875, and (ii) the Registrar General of Canada on September 30, 2005 at 4:05 p.m., and (y) Memorandum of Lease Supplement No. 3 and Lease Supplement No. 4 was filed with (i) the Surface Transportation Board on November 30, 2005 at 4:24 p.m. under recordation number 25875-B, and (ii) the Registrar General of Canada on November 30, 2005 at 5:01 p.m.

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

6/23/09



\_\_\_\_\_  
Robert W. Alvord